

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2635451

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ATP OIL & GAS CORPORATION	11/01/2013
RECEIVING PARTY DATA	
Name:	BENNU OIL & GAS, LLC
Street Address:	4600 POST OAK PLACE, SUITE 100
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77027-9726
PROPERTY NUMBERS Total: 26	
Property Type	Number
Patent Number:	6932121
Patent Number:	6955503
Patent Number:	6964180
Patent Number:	7155918
Patent Number:	7237391
Patent Number:	7240498
Patent Number:	7240499
Patent Number:	7270071
Patent Number:	7329070
Patent Number:	7588393
Patent Number:	7654327
Patent Number:	7886828
Patent Number:	7976247
Patent Number:	7980786
Patent Number:	7980787

Patent Number:	8100076
Patent Number:	8104416
Patent Number:	8104417
Patent Number:	8308517
Patent Number:	8308518
Patent Number:	8375878
Patent Number:	8490562
Patent Number:	8490563
Patent Number:	8490564
Patent Number:	8490565
Patent Number:	8490566

#### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	0000350099
NAME OF SUBMITTER:	JENNY ZHANG
Signature:	/Jenny Zhang/
Date:	12/03/2013

Total Attachments: 4  
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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Patent Assignment") is made as of the 1st day of November, 2013 (the "Effective Date"), by and between ATP Oil & Gas Corporation, a Company organized and existing under the laws of Texas ("Assignor"), and Bennu Oil & Gas, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee"). Assignor and Assignee are herein individually referred to as a "Party" and collectively, as the "Parties."

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement dated June 20, 2013, (the "Agreement") pursuant to which Assignor has assigned, or agreed to assign, all of Assignor's right, title and interest in and to certain of its assets to Assignee, which assets include the Patents (as defined below) set forth on Schedule A attached hereto and incorporated herein by reference;

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Effective as of the Effective Date, and subject to the terms and conditions of the Agreement, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors, legal representatives and assigns, and the Assignee does hereby accept, all of Assignor's entire right, title and interest in and to the patents, patent applications, provisional patent applications, all foreign counterparts thereof, all inventions claimed therein, all patents or applications claiming priority in whole or in part thereto or sharing a common claim of priority therewith, including domestic and foreign rights, including without limitation: (i) any and all divisionals, continuations, reissues, substitutions, continuations-in-part, extensions, applications, registrations or certificates or renewals that may be issued or granted therefor; (ii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Patents; (iii) all claims, demands, rights to recovery, causes of action, either in law or in equity, for damages for past, present or future infringement of the Patents, throughout the entire world; and (iv) the right throughout the world to file applications and/or renewals and obtain registrations in Assignee's own name throughout the world, including, without limitation, all rights of priority (the "Patents").

Assignor further agrees that, upon request by Assignee, Assignor shall execute and deliver such documents and instruments and perform such other acts as may be reasonably required to vest all of Assignor's right, title and interest in and to the Patents in Assignee.

The Patents shall be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

This Patent Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

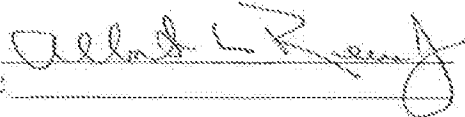
This Patent Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in the Purchase Agreement and the Order. In the event of a conflict between the terms and conditions of this Patent Assignment and the terms and conditions of the Purchase Agreement or the Order, the terms and conditions of the Purchase Agreement or the Order, as applicable, shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Patent Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants or obligations of the Parties contained in the Purchase Agreement or the Order or survival thereof.

THIS ASSIGNMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION, AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed and delivered as of the date first above written.

ATP OIL & GAS CORPORATION

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BENNU OIL & GAS, LLC

By:   
Name: John Simon  
Title: Chief Executive Officer

SIGNATURE PAGE TO PATENT ASSIGNMENT

# SCHEDULE A

U.S. PAT. NO.	FILING DATE	ISSUE DATE	TITLE
6,932,121	Jul. 30, 2004	Aug. 23, 2005	Method for offloading and storage of liquefied compressed natural gas
6,955,503	Jul. 30, 2004	Oct. 18, 2005	Method for salvaging offshore jackets
6,964,180	Jul. 30, 2004	Nov. 15, 2005	Method and system for loading pressurized compressed natural gas on a floating vessel
7,155,918	Jun. 4, 2004	Jan. 2, 2007	System for processing and transporting compressed natural gas
7,237,391	Jun. 4, 2004	Jul. 3, 2007	Method for processing and transporting compressed natural gas
7,240,498	Jun. 4, 2004	Jul. 10, 2007	Method to provide inventory for expedited loading, transporting, and unloading of compressed natural gas
7,240,499	Jun. 4, 2004	Jul. 10, 2007	Method for transporting compressed natural gas to prevent explosions
7,270,071	Mar. 30, 2007	Sept. 18, 2007	Deep draft semisubmersible movable offshore structure
7,329,070	Mar. 30, 2007	Feb. 12, 2008	Ram-type tensioner assembly with accumulators
7,588,393	Sept. 2, 2008	Sept. 15, 2009	Method for supporting top tension drilling and production risers on a floating vessel
7,654,327	Sept. 2, 2008	Feb. 2, 2010	Tensioner assembly
7,886,828	Sept. 2, 2008	Feb. 15, 2011	Floating vessel for supporting top tension drilling and production risers
7,976,247	Nov. 4, 2009	Jul. 12, 2011	Dual pressure cylinder
7,980,786	Nov. 4, 2009	Jul. 19, 2011	Dual pressure tensioner system
7,980,787	Nov. 4, 2009	Jul. 19, 2011	Dual pressure tensioner method
8,100,076	Feb. 11, 2011	Jan. 24, 2012	Liquefied natural gas processing and transport system
8,104,416	Feb. 11, 2011	Jan. 31, 2012	Floating natural gas processing station
8,104,417	Feb. 11, 2011	Jan. 31, 2012	Soft yoke
8,308,517	Feb. 11, 2011	Nov. 13, 2012	Method for offshore natural gas processing using a floating station, a soft yoke, and a transport ship
8,308,518	Feb. 11, 2011	Nov. 13, 2012	Method for processing and moving liquefied natural gas using a floating station and a soft yoke
8,375,878	Feb. 11, 2011	Feb. 19, 2013	Method for offloading a fluid that forms a hydrocarbon vapor using a soft yoke
8,490,562	Jul. 26, 2011	Jul. 23, 2013	Liquefied Natural Gas Dynamic Positioning System Processing and Transport System
8,490,563	Jul. 26, 2011	Jul. 23, 2013	Floating Liquefaction Vessel
8,490,564	Jul. 26, 2011	Jul. 23, 2013	Method for Offshore Natural Gas Processing with Dynamic Positioning System
8,490,565	Jul. 26, 2011	Jul. 23, 2013	Method for Processing and Moving Natural Gas Processing with Dynamic Positioning System
8,490,566	Jul. 26, 2011	Jul. 23, 2013	Method for Tendering at Sea with a Pivotal Walkway and Dynamic Positioning System